

THE UNITED REPUBLIC OF TANZANIA

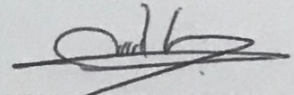
THE LAND ACT, 1999
(NO. 4 OF 1999)

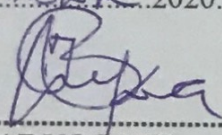
TRANSFER OF A RIGHT OF OCCUPANCY
(Under Section 62)

TITLE NO. 64737
L.O. NO. 219178
L.D. NO. 219062
PLOT NO. 62 BLOCK 14
BUNJU AREA
KINONDONI MUNICIPALITY
DAR ES SALAAM CITY

IN CONSIDERATION of the sum of Tanzanian Shillings Forty Million Only (Tshs 40,000,000) I, MICHAEL BAKAMAZA NSHANGEKI of P. O. Box 40272 Dar es Salaam DO HEREBY TRANSFER to EA FRUITS FARM & COMPANY LIMITED of P. O. Box 8388 Dar es Salaam the right of occupancy registered under the above reference.

SIGNED and DELIVERED in Dar es Salaam by the said MICHAEL BAKAMAZA NSHANGEKI who is known to me personally in my presence this 14th day of NOVEMBER 2020.

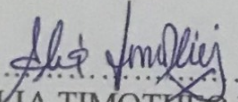

.....
TRANSFEROR

Signature 
Qualification ADVOCATE
Postal Address P.O BOX 18040 DAR ES SALAAM

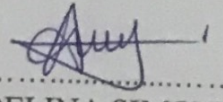
JOSEPH NICAS LL. A
ADVOCATE, NOTARY &
COMMISSIONER
P. O. Box 18040, DAR ES SALAAM



SEALED with the Common Seal of the said EA FRUITS FARM & COMPANY LIMITED and DELIVERED in the presence of us this 14th day of NOVEMBER 2020

Signature: 
Full name: ELIA TIMOTHEO FESTO
Postal Address: 8388 DAR ES SALAAM
Qualification: DIRECTOR

TRANSFeree
SEAL

Signature: 
Full name: ADELINA SIMONI SHAYO
Postal Address: 8883 DAR ES SALAAM
Qualification: DIRECTOR



AGREEMENT FOR SALE OF LAND

BY AND BETWEEN

MICHAEL BAKAMAZA NSHANGEKI

AND

EA FRUITS FARM & COMPANY LIMITED

**FOR THE SALE OF LAND SITUATED ON A RIGHT OF OCCUPANCY ON PLOT
NO. 62, BLOCK 14, BUNJU AREA, KINONDONI MUNICIPALITY WITHIN
THE CITY OF DAR ES SALAAM, HELD UNDER A CERTIFICATE OF TITLE
NUMBER 64737**

AGREEMENT FOR SALE OF LAND

This Agreement is made at Dar es Salaam this day of.....2020

By and Between

MICHAEL BAKAMAZA NSHANGEKI, a natural person living and working for gain in Dar es Salaam of Postal Office Box 40272, Dar es Salaam, hereinafter called the Vendor, (which expression shall include wherever applicable, his legal representatives and assigns) of the **ONE PART**.

AND

EA FRUITS FARM & COMPANY LIMITED, a company organized and existing under the laws of the United Republic of Tanzania, of Postal Office Box 8388, Dar es Salaam, hereinafter called the Purchaser, (which expression shall include wherever applicable, its legal representatives and assigns) of the **ON THE OTHER PART**.

WHEREAS the Vendor is the lawful owner of all that properties comprised in surveyed area with **TITLE NUMBER 64737** situated on **PLOT NUMBER 62, BLOCK 14, BUNJU AREA, KINONDONI MUNICIPALITY WITHIN DAR ES SALAAM CITY**, together with the building, fixtures and improvements erected and maintained thereon measuring approximately 2,061 square metres (which shall hereinafter be referred to as the "Property").

AND WHEREAS the Vendor has agreed with his wife namely **WINIFRIDA MWOMBEKI NSHANGEKI** to sell the said land to the Purchaser and the wife has agreed that the land be sold to the Purchaser;

AND WHEREAS the Vendor has offered to sell the land to the Purchaser together with all exhausted and unexhausted improvements made, carried and undertaken on the plot where the said land is situated, subject to the terms and conditions hereinafter appearing, and the purchaser has agreed to buy the said land as it is more particularly described in the Certificate of Title referred above;

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. Upon and subject to the terms and conditions of this Agreement, the Vendor hereby sells to the Purchaser and the Purchaser purchases and acquires the Property for the price set out below.
2. The purchase price for the Property is a total sum of Tanzanian Shillings **Forty Million only (Tshs. 40,000,000/=)** which sum is to be paid through Vendor's designated Bank Account. A copy of the Bank receipt verifying the deposit of the said amount into the Vendor's account is attached and it forms an integral part of this agreement.

3. Both parties covenant that, upon execution of this Deed, they shall be fully bound and estopped to the terms herein. Neither party shall be entitled to claim any re-imbusement of indulgence outside this deed.
4. The Property is sold free from all mortgages, charges and other security interests, restrictions, cautions, inhibitions, equities, easements, quasi-easements, rights of light and way, tenancies, overriding interests and all other encumbrances whatsoever.
5. Any property tax, rates, registration fees, consent fees and similar outgoings payable in respect of the Property prior to the execution of this Agreement shall be paid by the Purchaser.
6. Any pending land rents and the Capital Gain Tax payable on the transfer of the Property shall be to the account of the Purchaser.
7. All stamp duty payable, the transfer fees, the Valuation fees for transferring the property from the Vendor to the Purchaser shall be for the account of the Purchaser.
8. The Property is sold with vacant possession and the Vendor shall deliver to the Purchaser all documents in respect of the ownership of the Property upon signing these present.
9. The Vendor hereby unconditionally and irrevocably confirms and warrants that all the terms and conditions affecting the Property have been complied with and that neither the Vendor nor any other person has breached any of the said terms and conditions affecting the Property.
10. The Vendor hereby further irrevocably and unconditionally warrants and confirms that he will continue to comply with all the said terms and conditions affecting the Property until the Completion transfer of the said Property as hereby witnessed and that no person other than the Vendor has any right or title to the Property and the Property has not been and will not be allocated to any other person.
11. Without prejudice to any of the Purchaser's other rights under this Agreement, if it comes to the knowledge of the Purchaser prior to the completion of transferring of the Property to the purchaser that any fact is inconsistent with the warranty given as herein above witnessed or which may cause the said warranties to be untrue, misleading or breached, the Purchaser shall be entitled to rescind this Agreement and upon rescission the Vendor hereby undertakes to forthwith refund to the Purchaser all monies paid to together with interest at the bank rate of the time.

IN WITNESS WHEREOF the parties hereto have duly executed these presents in the manner and on the date hereinafter appearing.

SIGNED and DELIVERED in Dar es Salaam by the said MICHAEL BAKAMAZA NSHANGEKI who is known to me personally in my presence this 14th day of NOVEMBER 2020.

[Signature]
VENDOR



Before Me:-
Signature:
Qualification:

[Signature]
ADVOCATE/NOTARY PUBLIC

JOSEPH NICAS LUKOA
ADVOCATE NOTARY PUBLIC &
COMMISSIONER FOR MATHS
P. O. Box 18040, DAR-ES-SALAAM

VENDOR'S WIFE

SIGNED and DELIVERED in Dar es Salaam by the said WINIFRIDA MWOMBEEKI NSHANGEKI who is known to me personally in my presence this 14th day of NOVEMBER 2020.

[Signature]
VENDOR'S WIFE



Before Me:-
Signature:
Qualification:

ADVOCATE/NOTARY PUBLIC

JOSEPH NICAS LUKOA
ADVOCATE NOTARY PUBLIC &
COMMISSIONER FOR MATHS
P. O. Box 18040, DAR-ES-SALAAM

SEALED with the Common Seal of EA FRUITS FARM & COMPANY LIMITED and Delivered in our presence this day of 2020.

Affix Co. Seal

Signature.....
Name: ELIA TIMOTHEO FESTO
Designation: DIRECTOR
Address: 8388 DAR ES SALAAM

Signature.....
Name: ADELINA SIMONI SHAYO
Designation: DIRECTOR
Address: 8388 DAR ES SALAAM

